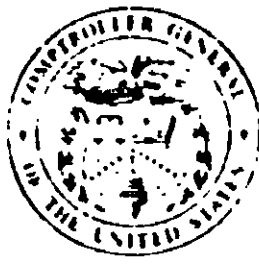


DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-206552

DATE: July 6, 1982

MATTER OF: Le Prix Electrical Distributors, Ltd.

DIGEST:

When an IFB requires bidders to state F.O.B. point and estimated transportation costs, which would be used in determining the low bid, failure to comply with that requirement renders the bid nonresponsive.

Le Prix Electrical Distributors, Ltd. protests the rejection of its low bid as nonresponsive to invitation for bids (IFB) No. 618-37-82 issued by the Veterans Administration (VA) for fluorescent lights. Le Prix's bid was rejected because it failed to indicate the F.O.B. point and estimated transportation costs as required by the IFB.

We deny the protest.

The VA's solicitation encouraged but did not require firms to bid F.O.B. destination. The bidding schedule therefore included spaces for the bidder to enter the F.O.B. point and the estimated transportation costs. The transportation costs were to be added to the prices bid to furnish the fluorescent lights, with the contract awarded based on the low total.

The VA rejected the protester's bid because without a specified F.O.B. point and estimated transportation costs the VA could not evaluate the bid. That is, the agency did not know from the bid whether Le Prix meant to bid F.O.B. destination and thus included transportation costs in its quoted price, which on its face was the lowest one received, or whether in fact the Government would incur unspecified costs to transport the lights to their destination if the bid were accepted.

Le Prix claims that virtually all of its prior Government contracts had been F.O.B. destination and suggests that the contracting officer therefore should have known that its bid was F.O.B. destination. A bid's

responsiveness, however, must be determined from the bid itself. Franklin Instrument Co., Inc., B-204311, February 8, 1982, 82-1 CPD 105. The contracting officer could not presume an intention on the bidder's part with respect to a material IFB term that was not reflected in the bid.

Le Prix also argues that the contracting officer should have contacted Le Prix to determine the firm's F.O.B. point. It would have been improper, however, for the contracting officer to contact Le Prix to acquire the omitted information. A contracting officer may not allow a bidder the opportunity after bid opening and the exposure of the competitors' prices to explain the actual meaning of its otherwise unacceptable bid in order to render it acceptable. Hughes-Henry Equipment Co., B-200049, November 5, 1980, 80-2 CPD 338.

Finally, Le Prix complains that three amendments to the original solicitation were defective in that they did not provide lines for indicating F.O.B. point or estimated transportation costs. Le Prix's point apparently is that the amendments misled the firm into assuming that it no longer expressly had to indicate them, a requirement of the solicitation as issued.

The amendments basically changed the sizes of the fluorescent fixtures. Each amendment expressly stated that any terms of the original IFB not changed by the amendment remained in effect. In our view, it was unreasonable for Le Prix to assume that simply because the VA did not seek reconfirmation of the F.O.B. point or transportation costs in each amendment the original requirement to state them was withdrawn.

The protest is denied.



Acting Comptroller General
of the United States